

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Pullman Bank and Trust  
North Branch  
6100 N. Northwest Highway  
Chicago, IL 60631



Doc#: 0421801225  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 08/05/2004 11:36 AM Pg: 1 of 4

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**WHEN RECORDED MAIL TO:**

Pullman Bank and Trust  
North Branch  
6100 N. Northwest Highway  
Chicago, IL 60631

**SEND TAX NOTICES TO:**

Pullman Bank and Trust  
North Branch  
6100 N. Northwest Highway  
Chicago, IL 60631

**FOR RECORDER'S USE ONLY**

DR-MLS

This Modification of Mortgage prepared by:

Mary DeMilio, for Pullman Bank  
Pullman Bank and Trust  
6100 N. Northwest Highway  
Chicago, IL 60631

8058329

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 12, 2004, is made and executed between 3530 NORTH SOUTHPORT, LLC (referred to below as "Grantor") and Pullman Bank and Trust, whose address is 6100 N. Northwest Highway, Chicago, IL 60631 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 18, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

**Mortgage and Assignment of Rents recorded October 3, 2002 with the Cook County Recorder of Deeds as Document Nos. 0021083892 and 0021083893.**

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

UNITS C1 & C2, IN THE 3530 NORTH SOUTHPORT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
LOTS 33 AND 34 IN IN BLOCK 1 IN LANE PARK ADDITION TO LAKE VIEW IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0021020260, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME.

The Real Property or its address is commonly known as 3530 N. Southport UNITS C1 & C2, Chicago, IL 60657. The Real Property tax identification number is 14-20-303-032-1001 and 14-20-303-032-1002

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed 1,000,000.00.

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Box 400-CTCC

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(Continued)**

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Note. The word "Note" means the promissory note dated April 12, 2004, in the original principal amount of \$500,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The Interest Rate effective as of April 12, 2004 as set forth in the Promissory Note shall be 5.75% per annum. Commencing June 1, 2004, installments of principal and interest, as set forth in the Note shall be increased to \$3,533.00 per month.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 12, 2004.**

GRANTOR:

3530 NORTH SOUTHPORT, LLC

By: 

CHRISTOPHER C. GILSON, MANAGER of 3530 NORTH SOUTHPORT, LLC

LENDER:

X 

Authorized Signer

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## MODIFICATION OF MORTGAGE

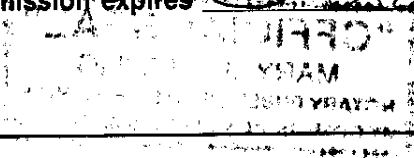
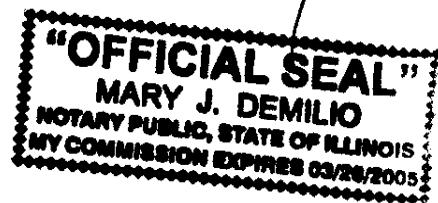
(Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 12<sup>th</sup> day of April 2004 before me, the undersigned Notary Public, personally appeared **CHRISTOPHER C. OLSON, MANAGER** of **3530 NORTH SOUTHPORT, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Mary J. Demilio Residing at 6100 N Northwest Hwy  
 Notary Public in and for the State of Illinois  
 My commission expires 3-26-05



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 30<sup>th</sup> day of July, 2004 before me, the undersigned Notary Public, personally appeared Louis N. Leonard III and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Mary J. Demilio Residing at 6100 N Northwest Hwy  
 Notary Public Illinois

My commission 3/26/05  
 MARY J. DEMILIO  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 03/26/2005

"OFFICIAL SEAL"  
 MARY J. DEMILIO  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 03/26/2005

Cook County Clerk's Office